

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

No. C 18-03513 WHA

PAN OCEAN CO. LTD.,

Plaintiff,

v.

CLEARLAKE SHIPPING PTE LTD.,

Defendant.

**ORDER DENYING MOTION
FOR WRIT OF ATTACHMENT
AND GARNISHMENT**

On June 13, plaintiff Pan Ocean Co. Ltd. filed a verified complaint against defendant Clearlake Shipping Pte Ltd. The complaint asserted claims for breach of contract, for the recovery of costs incurred in an ongoing proceeding in the Singaporean High Court, and for relief under Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure. That same day, plaintiff moved *ex parte* for an order authorizing a writ of attachment and garnishment against garnishee Chevron's property (Dkt. Nos. 1–3).

On June 14, the action was reassigned to the undersigned judge. Upon review of plaintiff's papers that same morning, the Court inquired with the Clerk's office as to whether plaintiff's counsel was in the courthouse and available for an *ex parte* hearing, as is the Court's usual practice for resolving questions concerning such *ex parte* requests. The Clerk reported that counsel was not present. The failure of counsel to standby for such a hearing meant that the usual opportunity to address the Court's concerns was lost.

1 Plaintiff's *ex parte* motion is **DENIED**. Several problems exist. *First*, the record reveals
2 that plaintiff has already commenced proceedings against defendant in the High Court of
3 Singapore. But there is no indication as to whether plaintiff sought to have defendant post
4 security in that court. For all the papers indicate, plaintiff applied for such relief and it was
5 denied for good reason. The High Court of Singapore is in the best position to determine
6 whether sufficient merit exists for the posting of security.

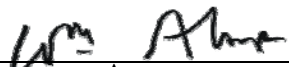
7 *Second*, the Court desires argument from defendant and the garnishee, Chevron, before
8 ruling on plaintiff's motion. In the undersigned judge's 19 years of experience, *ex parte*
9 proceedings in maritime actions are often abused and only half-truths are told. Accordingly,
10 fairness requires that the Court further understand the case, and the defendant and garnishee's
11 positions, before issuing a writ. The papers fail to explain why it would be imprudent to hear
12 both sides before ruling against a party.

13 *Third*, the application does not justify authorizing anyone other than the United States
14 Marshal's Service to attach any property. Moreover, any attached property would go into the
15 Court's registry, not into plaintiff's pocket.

16 This denial is without prejudice to plaintiff bringing a new motion for a writ of
17 attachment and garnishment. Any new motion, however, should include specific responses to
18 the above-explained concerns. The undersigned judge also requests that the High Court of
19 Singapore advise, via counsel, whether the merits of plaintiff's claims warrant the relief sought.
20 For all the record shows, defendant will be good for any judgment obtained against it in
21 Singapore. If not, the Court is confident that sufficient garnishees will arise from time to time
22 in the Northern District of California to satisfy any future judgment obtained, at least to the
23 same extent Chevron would be able to.

24
25 **IT IS SO ORDERED.**

26
27 Dated: June 14, 2018.

28 
WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE